

**RULES AND REGULATIONS**  
**OF**  
**BAY POINT PLAZA CONDOMINIUM ASSOCIATION INC.**

**AUTHORITY:**

**DECLARATION OF CONDOMINIUM:** Paragraph 10.9 Regulations.

Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors (Hereinafter referred to as Board) of the Association.

**BY-LAWS:** Paragraph 5.6 REGULATE Powers and Duties of Board of Directors. To make and amend reasonable rules and regulations respecting the use of the property in the condominium in the manner provided by the Declaration of Condominium.

**RULES AND REGULATIONS (As Amended)**

1. Rentals: Units may not be rented or leased until the current owner has owned the unit for two years. Units may not be rented more than twice a year and only once in a six month period. All unit occupants must receive approval from the Board; this includes a background check and application fee of \$100 per unit.
2. Guests who stay on property for 30 consecutive days or 45 days in a year will be considered as residents and subject to background check and applicable fees. Such guests will no longer be able to use guest parking. The background check fee of \$60 will be collected for guests of established and approved occupants.
3. Units may not be sold or transferred without approval from the Board. A background check shall be conducted on the new owners and occupants over the age of 18.
4. The sidewalks, entrances, elevators, corridors, halls and stairways of apartment buildings shall not be obstructed or used for any other purpose than ingress and egress from apartment units.
5. No article shall be placed in any of the corridors, halls or stairways in any building nor shall the same be obstructed in any manner. Nothing shall be hung or shaken from doors, windows, walks or corridors of any apartment building, or in any area of the common elements.
6. Children of residents, or who are guests of residents shall not be permitted to play in the walkway, corridors, elevators, or stairways of any apartment building.

7. None of the limited common elements of neither any apartment building, nor any of the common elements of the Condominium shall be decorated or furnished by any apartment owner or resident.
8. Apartment owners are specifically cautioned that their right to make any addition, change, alteration, or decoration to the exterior appearance of any portion of any apartment building, including Florida rooms appurtenant to apartments, is subject to the provisions of the Declaration of Condominium.
  - a. Flooring installations of tile, laminate, wood flooring and other hard surface flooring on 2<sup>nd</sup> or 3<sup>rd</sup> floor units must be accompanied by a ¼" cork underlayment padding or similar product to deaden sound. Installations that do not meet the rules will have to be removed at the owner's expense.
  - b. Exterior windows may be replaced provided they are subject to the following: The construction must be single hung and of white vinyl or aluminum or other material as approved by the Board of Directors. There shall be no grilles, cross hatches or the like on the windows. Installations that do not meet the rules will have to be removed at the owner's expense.
  - c. Exterior doors may be replaced provided the look substantially the same as other units. The interior door shall match the color scheme in use. There shall be a window in the door and a doorbell device installed as well. The screen door may be replaced; the Board of Directors will need to approve the chosen product.
9. No apartment owner or resident shall play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television set or other noise making device in an apartment between the hours of 11:00 P.M. and the following 8:00 A.M., if the same shall disturb or annoy the other occupants of the building.
10. All garbage and refuse is to be deposited in the facilities provided in each apartment building for that purpose or in the dumpsters in the rear of the complex. All garbage and refuse deposited in the garbage chutes should be securely bagged. No solid material or other items shall be disposed of into the sewer system that would cause a blockage or otherwise make it inoperative. Large items that do not fit in the dumpster must be placed outside the back gate and the City Sanitation department called for a pickup.
11. No cooking shall be permitted on any balcony or terrace of an apartment, or on any of the walkways. Cooking is permitted in the common area of the north side of the property on the concrete pad.
12. All doors leading from the apartment to limited common elements or common elements shall be closed at all times except when in actual use for ingress and

egress to and from limited common elements and common elements, and for apartments which have combination doors, the interior door may remain open.

13. The Board shall at all times have a passkey to each apartment and are authorized to have access to any apartment in an emergency situation, and, if possible, be accompanied by at least one other member of the Board. Any instance of such access shall be an order of business at the next Board meeting and shall be recorded in the minutes of that meeting. No apartment owner shall alter any lock nor install any new lock on any doors leading to his apartment without the consent of the Board, and if such consent is given, the Board shall be provided with a key. Any expenses undertaken to access a unit that does not have a working key will be the responsibility of the unit owner.
  
14. The use of all parking areas and spaces or the condominium shall be subject to approval by the Board in accordance with the following requirements and restrictions:
  - a. Only operational and duly licensed/registered non-commercial passenger vehicles (including sport utility vehicles, minivans and non-commercial pick-up trucks) may be parked upon condominium property. The parking or storage of commercial vehicles, trailers and motor homes upon condominium property is prohibited. The parking of automobiles shall be in designated parking spaces only.
  
  - b. There shall be no parking of any passenger automobiles except within a paved and designated parking space. There are 62 designated parking spaces, which are allocated and assigned for the use stated below:
    1. Fifty-five parking spaces are designated for use by apartment owners of which one parking space shall be assigned to each apartment unit. Each apartment owner shall use only the parking space which has been assigned to that owner's unit. Any exchange of designated parking spaces between unit owners shall be first approved, in writing, by the Board.
  
    2. Four parking spaces located in the front of the condominium are designated for use by guests on a first come/first serve basis, and may be used only for the purposes stated below:
      - a. By temporary guests/visitors of apartment owners who are visiting for periods of time not to exceed twenty four hours.
  
      - b. For temporary parking of service and utility vehicles.

- c. The four parking spaces above described may not be utilized for parking of vehicles by guest/visitors staying longer than twenty four hours or for the parking of any apartment owner vehicles.
  3. Two parking spaces located in the rear of the condominium are designated for use by guests on a first come/first serve basis, and may be used only for the purposes stated below:
    - a. By temporary guests/visitors of apartment owners whose stay is for more than twenty four hours.
    - b. For temporary parking of service and utility vehicles.
    - c. The two parking spaces described above may not be utilized for the parking of any apartment owner vehicles
  4. One parking space located in the rear of the condominium is designated for use as a handicap parking space as required by law.
  5. The parking of more than one vehicle per apartment unit, except for temporary guests/visitors in designated guest parking spaces, is prohibited unless first approved, in writing, by the Board.
  6. The parking space assignment to each apartment unit shall remain in effect upon any sale or lease of such apartment unit. Each prospective apartment unit purchaser or tenant who has more than one vehicle must obtain written approval by the Board for additional parking prior to the occupancy of the apartment unit being purchased or leased.
    - a. In conjunction and together with a lease or sale of the condominium unit to which the parking space has been assigned and designated, which lease or sale has been first approved by the Association in accordance with the provisions of the Declaration of Condominium.
    - b. A lease or assignment of the right to use the parking space to another unit owner, in which event the Association shall be provided with written notification of such lease or assignment.
  7. Any apartment owner desiring to lease the parking space assigned to such apartment owner must execute and submit to the Board a completed Parking Space Assignment Lease Form.
15. Upon determination by the Board that the construction of such covered parking spaces are reasonable and feasible, any one or more condominium unit owners may procure a covered parking space, so long as the same is available, in the parking areas on the Northeast and Southeast corners of the condominium, by

applying for the same to the Board and paying for the cost of providing the cover for the parking space, which cover will be designed and designated by the Board. The construction of such cover shall be done by the Board who shall determine the cost of such cover. Cost of such cover shall be paid by the unit owner to the Association prior to construction. Upon construction of this cover it will then become a limited common element of the condominium unit owned by the persons or persons paying for the cover, thereafter the owner of the condominium unit to which this covered parking space is a limited common element shall be responsible for the cost and expense of maintenance, repair, and replacement of such cover of such space. Upon construction of such cover the Board shall record in the Public Records of Pinellas County, Florida, a recordable instrument designating such covered parking space to the condominium unit constructing the same. The Board shall have the authority to make such repair, replacement, and maintenance of such cover and assess the cost of the same specifically to the condominium unit to which such covered parking space is assigned as a limited common element.

- a. There are existent six (6) carports or covered parking spaces for which there is no evidence of the original developer ever having either sold or conveyed or designated the same to any condominium unit or individual. The Board has the authority to improve these six covered carports so that their construction will be upgraded along with the construction of the new carports and the cost of each of these carports assigned to the unit owner shall be the same as the cost the new carports which may be constructed under the terms of this paragraph by the Board as aforesaid. The unit owners currently occupying these six covered parking spaces will have the option to apply to acquire the space at the same cost as the new spaces as aforesaid. In the event they elect not to acquire the same but another unit owner desires to acquire the same, then the Board shall have the discretion to move the current occupants of these six spaces to another and uncovered space.

16. Laundry and drying rooms shall be used in such manner and at such time as the Board may from time to time direct. Such directions shall be posted in each laundry and drying room.

17. Apartment owners, residents their families, guests, servants, employees, agents, visitors, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof, into elevator shafts, elevator equipment rooms, or power rooms of any building.

18. There shall not be kept in any apartment any inflammable, combustible or explosive fluid material, chemical or substance except for, normal use.

19. The use of Bay Point Plaza's common facilities including the recreation areas shall at all times be subject to such rules and regulations as the Board may

establish. The use of the swimming pool is limited to the hours between 8:00 A.M. and Dusk. Those using the pool must comply with the rules posted in the pool area. All people using condominium pool area furniture must use towels on same when they have suntan or oil lotions on their skin.

20. Payment or monthly assessments shall be made to Bay Point Plaza Condominium Association, Inc., or designee and delivered to such place of deposit as may be designated by-the Board.
21. No pets weighing more than 25 pounds are allowed. An apartment may have a total of two pets, the total weight of which is 25 pounds. Dogs are to be on a leash when on the premises. Dogs must be "walked" outside of the gated area. Owners are responsible to pick up after their pets.
22. No plants or any other objects shall be installed or removed on the common grounds without prior approval of the Board.
23. Smoking is not permitted within 30 feet of the elevator, nor in the breezeways in the center of the main building, the pool area, the courtyards, and in all common walkways next to a unit that you do not own. There shall be no smoking of illegal substances anywhere on the property.
24. The speed limit on the property is 5 MPH.
25. All complaints, requests, comments shall be made in writing to the Board.
26. The corridor on the Second floor in the center or is designated as a communal storage area for bicycles and like equipment. The corridor on the Third floor in the center of the building is designated as Meeting and Recreational Room.

Dated: May 18, 1999

Last Updated: February 2, 2014